

Terms and Conditions of Sale

Terms and Conditions

Quote and certificate

For each training action delivered by Peak English – Madame Elizabeth Jeremy - a quote is sent by "MADAME ELIZABETH JEREMY" to the Client. A copy that has been completed, dated, stamped and signed must be returned to "MADAME ELIZABETH JEREMY" by e-mail to liz@peakenglish.fr to book the training.

If necessary, a specific agreement may be established between "MADAME ELIZABETH JEREMY", the financing organisation or the Client. At the end of the training, "MADAME ELIZABETH JEREMY" provides a training certificate to the Trainee. In the case of partial or total coverage by a financing organisation, "MADAME ELIZABETH JEREMY" sends a copy of the training tracking sheet accompanied by the invoice. A certificate of attendance for each Trainee can be provided to the Client, upon request.

Payment terms

For all trainings delivered by Peak English – Madame Elizabeth Jeremy - payment is due in full upon receipt of an invoice issued by the training organization to the beneficiary.

Partial delivery of the training

In application of article L6354-1 of the Labor Code, it is agreed between the signatories of this agreement that if the training company withdraws from the training before it has been completed, and training cannot be delivered by the "MADAME ELIZABETH JEREMY" in its entirety the provider organization must reimburse the trainee for the sums unduly received.

Obligations

As part of its training services, "MADAME ELIZABETH JEREMY" is bound by an obligation of means and not of results towards its Clients or Trainees. "MADAME ELIZABETH JEREMY" cannot be held responsible towards its Clients or its Trainees in the event of non-performance of its obligations resulting from exceptional circumstances. The following are considered here as exceptional circumstances, in addition to those usually recognized by case law: the illness or accident of a teacher or educational manager, strikes or social conflicts external to "MADAME ELIZABETH JEREMY", natural disasters, fires, interruption of telecommunications, energy supply, or transportation of any type, or any other circumstance beyond the reasonable control of "MADAME ELIZABETH JEREMY".

Compensation, repair or forfeiture

In the event of withdrawal by the trainee before the start of the training program

- Within a period of between 2 weeks and 1 week before the start of the training: 50% of the cost of the training is due.
- Within a period of between 1 week and 48 hours before the start of the training: 75% of the cost of the training is due.
- In less than 48 hours before the start of the training: 100% of the cost of the training is due.

The cost cannot be the subject of a request for reimbursement or reimbursement by the financing organisation

Intellectual property and copyright

All presentation sheets, contents and educational supports whatever their form (paper, electronic, digital, oral, etc.) used by "MADAME ELIZABETH JEREMY" to provide training or given to Trainees are protected by intellectual property and copyright. As such, the Client undertakes not to use, transmit, reproduce, exploit or transform all or part of these documents, without the express agreement of "MADAME ELIZABETH JEREMY". This prohibition relates, in particular, to any use made by the Client and the Trainee for the organization or delivery of training.

Training Programmes

The contents of the programs, as they appear on the training presentation sheets, are provided for information purposes only. The trainer reserves the right to modify them at any time according to current events, the level of the participants or the dynamics of the group.

Confidentiality and communication

"MADAME ELIZABETH JEREMY", the Client and the Trainee undertake to keep confidential the documents and information to which they may have access during the training provision or during exchanges occurring prior to registration, in particular all the elements appearing in the proposal sent by "MADAME ELIZABETH JEREMY" to the Client. "MADAME ELIZABETH JEREMY" undertakes not to communicate to third parties other than the partners with whom the training is organized and to financing organisations, the information transmitted by the Client, including information concerning the Trainees. However, the Client agrees to be cited by "MADAME ELIZABETH JEREMY" as a client of its training courses. To this end, the Client authorizes "MADAME ELIZABETH JEREMY" to mention its name, its logo as well as an objective description of the nature of the services in its reference lists and proposals for the attention of its prospects and its customers, interviews with third parties, activity reports, website, as well as in the event of legal, regulatory or accounting provisions requiring it.

Protection and access to personal information

The Client undertakes to inform each Trainee that: personal data concerning him or her are collected and processed for the purposes of monitoring the validation of the training and improving the "MADAME ELIZABETH JEREMY" offer in accordance with the law No. 78-17 of January 6, 1978, the Trainee has a right of access, modification, rectification of personal data concerning him or her. The Intern may exercise this right by writing to: "MADAME ELIZABETH JEREMY" or electronically to: "MADAME ELIZABETH JEREMY". In particular, "MADAME ELIZABETH JEREMY" will keep the data linked to the course and the evaluation of the Trainee's acquired knowledge, for a period not exceeding the duration necessary for the assessment of the training. Finally, "MADAME ELIZABETH JEREMY" undertakes to delete at the end of the exercises any image which may have been taken by any video means during practical work or simulations.

Litiges

If a dispute or dispute cannot be resolved amicably, the Tribunal will have sole jurisdiction to settle the dispute.